



**METROPOLITAN
TRANSPORTATION
COMMISSION**

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
E-MAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

September 21, 2007

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San Francisco Mayor's Appointee

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Bay Area Toll Authority

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Deputy Executive Director, Policy

**Cities and Counties
San Francisco Bay Area**

RE: Call for Projects – Regional Signal Timing Program, 2008 Cycle

The Metropolitan Transportation Commission (MTC) invites your agency to submit applications for the 2008 Cycle of the Regional Signal Timing Program. Successful applicants will receive assistance from MTC's consultants for development and implementation of new time-of-day traffic signal coordination plans for weekday peak periods. The budget for the 2008 Cycle is \$1.125 million in federal funds, with which about 500 signals may be retimed. MTC will provide the local matching funds. In previous Cycles, all applications that met eligibility requirements were funded.

Eligibility

Public agencies that operate traffic signals in the Bay Area are eligible to apply. Other public agencies, such as congestion management agencies or transit agencies, are also eligible to apply if authorized to act on behalf of the agencies that operate traffic signals within the project limits.

Projects involving four (4) or more traffic signals that have controller clocks that can be automatically synchronized to a common reference (via interconnect, WWV, or GPS), and are currently running in free operation or whose coordination plans have not been updated in the past three years, are eligible. Systems that are not currently capable of automatic clock synchronization, but will be by January 31, 2008, are also eligible.

Technical Assistance – Scope and Schedule

MTC's consultants are available to perform, or assist agencies in the performance of, the following:

	Tasks	Deliverables	Deadlines*
1	Project Start-Up: discuss workscope and schedule with agency & partners	Detailed Workscope, Schedule, and Budget	Mid-February
2	Analysis of Existing Conditions: data collection, model development and calibration, and analysis	Existing Conditions Memo and Computer Model	Late June
3	Recommendations	Recommendations Memo	Late July
4	Implementation, Fine-Tuning, and Evaluation	Timing Sheets, Revised Computer Model, Final Evaluation Memo	Wrap-Up by November

**Schedule may be extended if approved by MTC*

Requirements

Within one month of award, recipients will be required to enter into an agreement with MTC to waive all claims and indemnify MTC against any third-party claims that may result from the agency's participation in the Program. A sample agreement and MTC's indemnification and insurance requirements from our consultants are attached for preliminary review by your agency's attorney. Copies of MTC's contract with the Program consultants are available upon request. *Agencies that have participated in previous Cycles are exempt from this requirement.*

During performance of the project, recipients will be required to review and approve all consultant deliverables, and facilitate project completion by November 2008, unless otherwise approved by MTC.

After completion of the project, recipients will be required to report the benefits of the project to their governing board, based on data in the Final Evaluation Memo.

Benefits of Participation

Good signal timing is one of the quickest and easiest ways to alleviate congestion, eliminate unnecessary delays, improve the safety of all travelers, and reduce customer complaints. Over the past two years of the Program, the results prove that signal timing is a very cost effective measure, providing a benefit: cost ratio of 36:1, including average reductions of 13 percent in travel time and fuel consumption, and 7 percent in mobile source emissions.

The Program is set up to ease the burden on public agency staff in terms of time and expertise requirements by providing consultants to perform as much of the work as possible. Projects involving fifty (50) or more traffic signals are eligible to apply for reimbursement of a portion of staff costs to implement and fine-tune the new timing plans. In addition to basic signal coordination services, agencies will also receive all new traffic counts, an evaluation of collision history, and an inventory of their existing equipment.

How To Apply

Fill out the attached 2-page application form and **submit five (5) copies of the completed application, including all attachments, by 2:00 p.m. on Friday, November 16th, 2007.** *Applications submitted after that time will not be considered.*

Applications and all inquiries should be submitted to the Program Coordinator at the address shown below. For telephone inquiries, call 510.817.5960 or e-mail shari@mtc.ca.gov.

Shruti Hari
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland CA 94607-4700

Evaluation Factors

MTC staff will conduct an initial screening of all applications received by the above deadline to determine whether the eligibility requirements have been met. If the total number of signals to be retimed exceeds 550, applications that meet eligibility requirements will be reviewed by a panel consisting of staff from MTC and other public agencies based on potential to: enhance safety, mobility, and system efficiency; improve air quality; and increase person throughput and transit use. Successful applicants will be notified by Monday, December 17, 2007.

For detailed information regarding the goals and objectives of the Program, application evaluation criteria, and the consultants' scope of work, please refer to the Program Guidelines at www.mtc.ca.gov/services/arterial_operations/downloads/RSTP/RSTP_Guidelines.doc.

We appreciate your interest in this solicitation and look forward to receiving your applications.

Sincerely,

Steve Heminger
Executive Director

SH: SH

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Attachments

General Instructions

Download application: www.mtc.ca.gov/services/arterial_operations/downloads/RSTP/RSTP_App.doc.

Applications must be received by 2:00 p.m. on Friday, November 16, 2007. Submit five (5) copies of the completed application, including attachments, to:

Shruti Hari
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland CA 94607-4700

1) GENERAL INFORMATION**a) Project Title**

Provide a descriptive and distinctive name for the project

b) Project Sponsor and Contact Information:

Name, Title

Organization

Mailing Address Line 1

Mailing Address Line 2

Telephone Number, Fax Number, E-Mail

c) Other Participating Agencies and Their Roles:

List cities, towns, county, transit agency, school district, Caltrans, etc. and the role of each agency with respect to the project. List agencies that own and/or operate traffic signals within the project limits first.

d) Work Type(s): *Check all that apply.*

☐ Weekday Peak Period Time-of-Day Traffic Signal Coordination:

☐ Weekday AM ☐ Weekday Midday ☐ Weekday PM

Notes: (1) Checking all three scenarios will not adversely affect the applicant's chances of receiving funding. (2) Check the weekday midday box if unsure about whether signal coordination would be warranted, but would like the consultant to conduct the analysis.

☐ Weekday Transit Signal Priority

e) Project Type: *Check one.*

☐ One Arterial in One Jurisdiction

☐ Area-Wide in One Jurisdiction

☐ One Arterial in Many Jurisdictions

☐ City-Wide in One Jurisdiction

☐ Multiple Arterials in One Jurisdiction

☐ City-Wide in Adjacent Jurisdictions

☐ Multiple Arterials in Many Jurisdictions

2) PROJECT INFORMATION

- a) Project Description:** Description: Provide a list of all intersections to be retimed and a map of the project, including project limits, jurisdiction boundaries, location of signals, signal systems, subsystem boundaries, controller types, and existing coordination capabilities (interconnect, WWV, GPS, etc.).

APPLICATION FORM FOR REGIONAL SIGNAL TIMING PROGRAM 2007 CYCLE

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b) Available Data: *Check all that apply.*

- | | |
|---|---|
| <input type="checkbox"/> Timing Sheets | <input type="checkbox"/> Signal Timing Preferences |
| <input type="checkbox"/> Coordination Plans | <input type="checkbox"/> Transit Priority Preferences |
| <input type="checkbox"/> Traffic Signal As-Builts | <input type="checkbox"/> Computer Model |
| <input type="checkbox"/> Aerial Photos | <input type="checkbox"/> Three Years Collision Data |

Additional Information: Describe exceptions and provide clarifications as necessary.

c) Are all the traffic signals that will be retimed as part of the project currently equipped with clocks that can be automatically synchronized to a common time reference (via interconnect, WWV, or GPS)?

☐ Yes ☐ No

Additional Information: If no, provide explanation.

d) Are all traffic signals that will be retimed as part of the project currently running in free operation, or if coordinated, has it been at least three (3) years since the last time the coordination plans were updated?

☐ Yes ☐ No

Additional Information: If no, provide explanation.

e) Describe any and all known factors outside of the RSTP consultant's control that may require a schedule extension beyond project completion by mid-December 2008.

Indicate if none. For traffic signal-related construction, provide list of affected locations, estimated time for procurement, and construction completion. For roadway construction, describe affected locations and estimated time for construction completion.

f) Additional Services

Describe project elements that may require additional services from the consultant beyond those that are conducted for typical signal coordination projects, including but not limited to: transit signal priority, cut-through traffic, multiple traffic signal systems, cross-coordination, special or unique signal phasing, high-volume unsignalized intersections, etc.

DEMONSTRATION OF SUPPORT AND APPLICATION SIGNATURES

Attach letters of support from all participating agencies other than Caltrans or have an official from the other participating agencies sign this application along with the project sponsor. By providing letters of support and/or signing the application, the signator affirms that the statements contained in the application are true and complete to the best of their knowledge.

Signature

Signature

Signature

Name/Agency

Name/Agency

Name/Agency

WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION And AGENCY NAME

THIS AGREEMENT is made and entered into as of the insert day day of insert month, 2007, by and between the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code § 66500 et seq., (herein called “MTC”), and agency name (herein called “CITY”/“COUNTY”/“TOWN”).

WITNESSETH

WHEREAS, MTC has entered into a technical services agreement with several consulting firms (herein called “the Consultants”), under which the firms will provide assistance to various Bay Area cities in the retiming of traffic signals in those cities (herein called “the Project”); and

WHEREAS, CITY/COUNTY/TOWN is participating in the Project by receiving assistance from one of the Consultants (herein called “the Consultant”);

WHEREAS, the parties wish to define CITY’s/COUNTY’s/TOWN’s obligations to MTC respecting waiver of claims and indemnity;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 WAIVER OF CLAIMS AGAINST MTC

CITY/COUNTY/TOWN waives all claims by CITY/COUNTY/TOWN, its directors, supervisors, officers, employees, or agents against MTC, its commissioners, officers, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from CITY’s/COUNTY’s/TOWN’s participation in the Project and/or the services provided to CITY/COUNTY/TOWN by the Consultant under contract to MTC. CITY’s/COUNTY’s/TOWN’s waiver shall not apply to liability arising from and caused by the adjudicated or admitted negligence or willful misconduct of MTC, its commissioners, officers, and/or employees.

2.0 INDEMNIFICATION AND DEFENSE

CITY/COUNTY/TOWN agrees to indemnify, hold harmless and defend MTC, its commissioners, officers, and employees from any and all third party claims, demands, lawsuits, liability, loss, damages, injury and/or liability, direct or indirect (including any and all costs and expenses in connection therewith), resulting from or in connection with provision of services to CITY/COUNTY/TOWN by the Consultant under contract with MTC, to the extent such claims, demands, etc. are not covered by the Consultant’s indemnification of MTC in the Consultant’s contract with MTC. CITY’s/COUNTY’s/TOWN’s indemnification obligation shall not apply to liability arising from and caused by the adjudicated or admitted negligence or willful misconduct of MTC, its commissioners, officers, agents, and employees.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the date first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

AGENCY NAME

Steve Heminger, Executive Director

Name of Authorized Signator, Title

INDEMNIFICATION

Consultants are required to indemnify and hold harmless MTC and all client jurisdictions from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omissions of the consultants; and, at their own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC and all client jurisdictions, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

The indemnification obligation shall not apply to liability arising from and caused by the adjudicated or admitted negligence or willful misconduct of MTC or any client jurisdictions. If the adjudicated or admitted negligence or willful misconduct of MTC or any of the client jurisdictions contributes to a loss, the consultant shall not be obligated to indemnify such indemnitee for the proportionate share of such loss caused by such negligence or willful misconduct.

INSURANCE

Consultant must obtain and maintain at their own expense the following types of insurance for the duration of the agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for injury to any one person and for any one occurrence and \$2,000,000 general aggregate applying separately to this project; (3) Automobile Liability Insurance in an amount no less than \$1,000,000; and (4) Errors and Omissions Insurance in the amount of \$1,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees and all client jurisdictions as additional insureds and to specify that such insurance is primary and that no MTC or client jurisdiction insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.